POST OFFICE (CONTRACT FOR ACCELERATED MAIL SERVICE TO AND FROM IRELAND VIÁ CARLISLE, STRANRAER AND LARNE).

RETURN to an Order of the Honourable The House of Commons, dated 25 February 1903;—for,

ODFY "of Contact, dated 8th November 1902, with the GLESOV AND SOUR WESTERN RELIEF COMPARY, the POSTURE AND WISE SHIPE JOHN COMPARY, TO ACCESSATE MAY NOVEMBER CONTROL RELIEF AND NOVEMBER CONTROL OF THE SHIPE OF THE SHIPE OF THE LIVER OF THE SHIPE OF TH

Treasury Chambers,
4 March 1908. W. HAYES FISHER

(Mr. Hayes Fisher.)

Ordered, by The House of Commons, to be Printed, 4 March 1903.

LONDON:
PRINTED FOR HIS MAJESTY'S STATIONERY OFFICE,
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OLIVER AND BOYD, EDINBURGH; OF E. PONSONBY, 116, GRAPTON STREET, DUBLIN.

1903.

HIS MAJESTY'S POSTMASTER GENERAL

AND

THE GLASGOW AND SOUTH-WESTERN RAILWAY
COMPANY THE PORTPATRICK AND WIGTOWNSHIRE JOINT COMMITTEE THE BELFAST

AND NORTHERN COUNTIES RAILWAY COMPANY.

ACCELERATED MAIL SERVICE TO AND FROM IRELAND VIA CARLISLE, STRANKAER and LARNE.

This Killeinture made the 6th day of November 1902 Parties, between The Galacot and Securi-Western Ratemar Courses of the first part The Forestance and Wintroverships Joure Constructs of the second part The Bestates are November Courses of the third part and The Right Honourable Joseph Aurens Communication Plant Aurens Communication Will. His Majorable Fostimate General (herein-after called the Fostimate General 'in which term is inducided any and curvey his successors in office His Majoraby's Positimater General for the time being) on behalf of this Majorary's Fostimater General for the time being) on behalf of this Majorary is consistent of the form part.

Wannass the system of railways at present extending Rechalbetween the city Cartisle and the harbour at Strumes in (with other railways) owned as follows that is to say the section between Cartisle and Grettan Junction by the Galedonian Railway Company the section between Geretan Junction and Castle Duplets by the said Glasgor and South-Visation and Castle Duplets by the said Glasgor and South-Visation and the harbour at Strumers by the London and North-Western Railway Company the Midden Railway Company the Galedonian Railway Company and the Glasgow and South-Western Railway Company

AND MURRAS the said Glasgow and South-Western Railway Company has full legal power and authority to enter into the Contract contained in these presents for the purpose of carrying the Mails an haven-tert cellands and described over the section of the said Galdonian Bailway Company's understang between Carlies and Great Junction aforesaid and study between Castle Committee and Carlies and Create Junction and Committee and Carlies and Create Junction and Committee are present the railway undertaking between Castle Dougles are regards the railway undertaking between Castle Dougles and Stranzeer Harbour and also as regards the reformability and the company of th

x 56.

A 2

North-Western Railway Company the said Caledonian Railway Company the said Glasgow and South-Western Railway Company and the said Midliand Railway Company and they and also the said Belinst and Northorn Counties Railway Company have also power to enter into the Covennus and Agreements herein-after contained with reference to the steamship service.

Are wranges the Postmester General has with each of the said four last mentioned Bellway Companies as well as with the said Bellant and Northern Countes Railway with the said Bellant and Northern Countes Railway and the said that the said that the said Postpariot can well as the said their respective undertakings and in particular has mention to certain Contract with the said Postpariot and Wejtownshire Joint Committee dated 20th April and 12th high the Stringer with the said Committee have in consideration of the annual subsidy of 292-lit undertaken to course the Malia sa thereis mentioned until the 50th day of Juge 1871 and University of the Stringer Stringer

ATY NUMBERS the Portpatrick and Wigitoroushirs Joint Committee and the said Belfatts and Northern Counties Bullway Company have a line of steam vessels plying between Stranser and Lature in connoxion with the respective understakings of the Portpatrick and Wigitorashira Joint Committee and the Belfatt and Northern Counties Railway Committee and the Belfatt and Northern Counties and the Post of the Post Office (Parada) Act 1832 with respect to remuneration for the carriage of Post Office parada by the said steam vessels.

Anu whereas an arrangement was in the year 1892 arrived at between the parties hereto of the first second and third parts on the one hand and the Postmaster General on the other hand for the purpose of securing an accelerated conveyance of letters and other postal packets being Mails as herein-after defined each way between England and Ireland by the route between Carlisle and Belfast and Londonderry and other places in Ireland via Stranraer and Larne and such arrangement is comprised in an Indenture of Contract (herein-after called "the existing Contract") dated the 22nd day of December 1892 and made between the said Glasgow and South-Western Railway of the first part the said Port-patrick and Wigtownshire Joint Committee of the second part the Belfast and Northern Counties Railway Company of the third part and the Right Honourable Arnold Morley then Her Majesty's Postmaster General on behalf of Her late Majesty Queen Victoria of the fourth part And whereas it has been agreed that the existing Contract shall be superseded by these presents as on and as from the 1st day of July 1901.

Now THIS INDENTURE WITNESSETH that in pursuance of the Covenants by the NOW THE INDEXUME WINESSENT that IN pursuance of the Cormans by the said Agreement and for the considerations herein it is hereby Compales and agreed and declared between and by the parties hereto and the said Glasgow and South-Western Railway Company the General Portpatrick and Wigtownshiro Joint Committee and the terms of the respectively. Belfast and Northern Counties Railway Company for themselves and their assigne respectively (as to the Covenants Agreements and stipulations herein-after contained on their part) Do hereby covenant and agree with the Postmaster General and the Postmaster General (as to the Covenants and Agreements herein-after contained on his part) Doth hereby covenant and agree with the said Companies and Committee and their assigns respectively in manner following that is to say:

1. The existing Contract is hereby determined as on and Exesting Contract from the said 1st day of July 1901.

2. The shove-recited Contract of the 29th April and Contract of 20th 12th May 1887 between the Postmaster General and the April and 12th Portpatrick and Wigsownshire Joint Committee shall except cause. Portpatrick and Wigtownshire Joint committee static except in so far as the hours of running the trains carrying the Mails thereunder may be varied by these presents canre and be in force (subject however to the power therein reserved to the Postmaster General of determining the same for non-observance of the covenants therein contained) until the 30th day of June 1906 on or after which date it chall be determinable on twelve calendar months' previous notice in writing heing given by the Committee to the Postmaster General or the Postmaster General to the Committee to determine the same.

3. This Contract shall be without prejudice to all or any Contract to be of the Contracts or arrangements at present existing between without prejudice the herein-before recited Railway Companies and the Mail Contracts. Postmaster General for the conveyauce of the Mails over their respective undertakings cave and except so far as such Contracts or arrangements are altered by or are not

4. When used in these presents the expression "Glasgow Definition clause. Company" chall mean the said Glasgow and South-Western Railway Company the expression "Committee" shall mean the Portpatrick and Wigtownshire Joint Committee as representing legally and fully all the interests in these presents of the said London and North-Western Midland Caledonian and Glasgow and South-Western Railway Companies as regards the said railway undertaking between Castle Douglas and Stranraer Harbour and also as regards the steamship service between Stranraer and Larne and the expression "railway system" chall mean the caid railway hetween Castle Douglas and Stranraer Harbour and the A 3

consistent with these presents.

sxpression "Glasgow system" shall mean the said sections of railways used between Carlisle and Castle Douglas the expression "steamship service" shall mean the service of the stram vessels of the Committee and the said Referen the steam vesses of the committee and the said Belfass and Northern Counties Railway Company plying as accom-mentioned between Strangeer and Larne the expression "Belfast Company" shall mean the Belfast and Northern Counties Reilway Company and the expression "Belfast eystem" shall mean their entire railway undertaking between Belfast Larne and Londonderry the expression "Inspector "shall mean the Inspector General of Maile or such other officer of the Post Office as the Postmaster General or the Iuspector General of Mails shall from time to time depute and the expression "Mails" chall for the nurnoses of this Contract be considered to mean and include all letters newspapers and other postal packets except parcels and all bags containing the same and also all empty bags usually forwarded as Mails and all stores and other articles used or to be used in carrying on the Post Office service under this Contract as shall for that purpose be tendered to the parties hereto of the first second and third parts respectively or any of their servants or agents by the Postmaster General or any of his agents or officers together with the guards (if any) in charge of the same and any other officers of the Post Office connected and travelling with such Mails as the Postmaster General or Inspector shall from time to time require.

Covenint to convey Mails.

S. The Glasgov Company Committee and Belriat Company shall well and truly carry and forward the Malis on the Glasgov system than twell met ruleys of greaten by the steamboat service and on the Belriat system cool respectively once the borry control of the meaner and subject to the borry control of the meaner and subject to the borry control of the steamboat duration of stoppage ent forth in the First Section and Tourth Schedunde hereto respectively whether such Malis be under the charge of a person appointed by the Commission General or the Inspection or not and also shall be such as the subject of the subject of

Proviso for altering times of Mail Train and Bost Service in certain contingencies. 6. In the ovent of the train which daily leaving Business Termines at \$30 pm. in time of northwe fluctuate at \$4.00 pm. in time of northwe fluctuate at \$4.00 pm. in time of northwe fluctuate for Business Squares Terminus ddly at \$1.25 a.m. or the train which returning in time of leaves the state of t

- 7. The Glasgow Company shall at their expense provide Glasgow Compand maintain a special sorting carriage not less than to provide postal forty-two fact long fitted up for sorting Mails on the said sorting carriage. Glasgow and railway systems.
- S. The Committee shall also provide and maintain at Committee to their expense not less than two good substantial and efficient provide at least steam vessels of adequate power and speed properly equipped two proper and and manned each fitted up with proper and sufficient cabin leats accommodation for sorting Mails and to the satisfaction of the Inspector.
- 9. The Belfast Company shall also provide and maintain Belfast Company at their expense for the conveyance and sorting of Mails on to provide the Belfast system as may be required by the Inspector a settingten suitable sorting carriage or carriages but the reasonable ocets of the fittings and appliances for sorting Mails and the maintenance thereof in such carriage shall be borne by the Postmaster General and by him paid to the Belfast Company.

10. The respective sorting carriages and cabin accommo- All such accomm dation before mentioned shall all be provided to the reason dation to be to able satisfaction of the Inspector.

of the Inspector.

11. The porters and other servants of the Glasgow Servants of the 11. The porters and other servants of the Grand Companies and Companies the terminal and other stations on the Glasgow system the Committee to railway system and on the Belfast system and at the piers transhipping an at Strangaer and Larne shall assist in loading and unloading unloading Mails. the Mails as well from and into the railway carriages or steam vessels as also into and from all vehicles used in bringing any such Mails to or from any terminal or intermediate station on the railway system or on the Belfast system as in all cases to effect the loading unloading shipment and transhipment as speedily as possible.

12. The Glasgow Company Committee and Belfast Com- The Companies pany shall at their own costs provide all such reasonable and Committee to pary snau at user own costs province all such reasonable and Cumillies to accommodation for the conveyance of the Mails as the Fost-province in master General or Inspector shall from time to time require for the Mails and and shall also take and adopt all measures and precautions for their neity-for the safety of the same to the satisfaction of the Fost-master General or Inspector and they also shall provide such reasonable accommodation for the use of the guards sorters or officers in charge of the said Mails as the Inspector may approve of or require.

13. In the event of any accident happening upon the In the event of Glasgow system railway system the stsamboat service or arcidect coning the Belfast system whereby the conveyance of the Mails mains and whether with or without Post Office guards or officers may Committee

be stopped impated or oldayed or in the evans of any testion cearriage being without occurrone of any accident alterate so as to prevent any such Mails guards or officers arriving a the different stations upon the said (dasgow system railway system or Belfast system at the several times appointed for the propose the and in each such case the parties better of the first second and thirtly parts respectively shall farth with at their own cost and without any notice or requisition from or by the Poissaster General or any where others of the cost of the cost of the cost of the cost of the olday forward the said Mails and the anil guards are the tif any be in charge of the said Mails by express or special variants to their respective place or places of destination.

The Companies and Committee to permit foll access and egress to officers of the Post Office in clarge of or attending to the Mails.

14. The Glasgow Company Committee and Belfast (company their offices servants and agents shall permit any officer of the Post Office sent or travelling with any Mails to take up receive deliver leaves and take away mails or piece at which the train or steamboast by which relation or piece at which the train or steamboast by which the train or steamboast by any office and shall also permit any officer guard or messenger of the Post Office to enter upon any railway station or piece may be a sent on the platform or other place where the train or receiving or taking away any Mails sent or to be sent under or by rittee of this Contract.

And oo milways to affix apparates. 15. The Glagow Company Committee and Behas Company respectively, shall also paramit any officer data that the party respectively, shall also paramit any officer data that the section of the Glagow system between Greens Junction and Osatle Douglas rathwy system or Beldas system as not office the hypertax of the Company o

Postmaster General to pay for services under this Contract 13,500f. 16. The Postmaster General shall during this Contract in full compensation for the services to be performed as herein set forth by each of the parties hereto of the first second and third parts well and truly pay or cause to be paid out of such aids or supplies as may from time to time be provided and appropriated by Parliament for the purpose unto the Committee in full payment for all such services the sum of 13,500k eterling in every year by quarterly paymente and so in proportion for any less period than a quarter and the said annual payment of 13,500k shall he held to be remuneration in full for all services performed or to be performed under this Contract save as mentioned in Clause 9 thereof.

17. The said sum of 13,500% shall be paid to the Com- Said subsidy to be mittee and the receipt of the Committee under their common paid to the Comseal shall be a full and cufficient discharge to the Postmaster witten whose sal General who shall not be in any way liable or responsible for discharge. the distribution of the said money amongst the parties hereto of the first second and third parts.

18. If by reason of the default of the Glasgow Company Postmaster Committee or Belfast Company or any of their servants the General to be Postmaeter General his deputies or servants shall at any decine in case time during the continuance of this Contract be obliged to of default &c. forward any of the Mails guards or officers at the public expense then and in every such case it shall be lawful for the Postmaster General to retain out of the moneys hereinbefore agreed to be paid to the Committee all such eums as he shall so expend in forwarding such Mails guards or officers and in case the eaid moneye so retained shall not be sufficient for that purpose then the Committee shall pay to the Postmaster General the amount of euch deficiency on receiving a written demand for same.

19. In the event of the Postmaeter General deducting in In such orent cases of default under the power herein contained in the 18th Postmenter section of these presents any portion of the said annual sum responsible as to of 13.500% it shall be the duty of the parties hereto of the apportionment. first second and third parts to apportion by arrangement or agreement amonget themselves the amount of the deficiency thereby caused in the said annual payment and the Post-master General shall not be in any way called upon to interfere in or be responsible for such apportionment as aforesaid.

General not to be

 This Contract chall (subject however to the power Contract to canre herein-after reserved to the Postmaster-General of deter-till 30th of June mining the same for non-observance of the Covenants herein afterwards to contained) be deemed to have commenced as on and from expire subject to the let day of July 1901 and shall continue in force until the 12 months notice. 30th day of June 1906 on or after which date it shall be determinable on twelve celendar months' previous notice in writing to be given by the Committee to the Postmaster General or by the Postmaster General to the Committee without prejudice to any right of action or other proceeding which shall then have accrued to either party for any breach of contract but so long as this Contract chall not have been determined as aforesaid the parties hereto of the first second 56.

and third parts shall not be at liberty to require any arbitration under the 17th section of "the Railways (Courveyance of Mails) Act 1838" in reference to any of the services hereby agreed to be performed by them in consideration of the said payment of 13,000L per annum.

Postmaster General may determine Contract in case of default. 21. If the Glasgow Commany Committee and Beiting Company shall not respectively well and failthfully perform all or any of the Covenants and Agreements in this Control but and on shier part and behalf to be kept and performed but the control but the c

Post Office officials to be furnished with a warrant,

Provise as to notices on either ride.

22. Provided that all the guards and other officers of the Post Office who under the provisions of this Contract are to be carried and conveyed on the said lines of railway shall be furnished with a warrant or other authority to the said parties hereto of the first second and third parts from the nspector And every notice in writing to be given to the Glasgow Company Committee or the Belfast Company and their respective assigns under or by virtue or in pursuance of this present Contract shall be considered as duly given to them by being delivered to each of the Secretaries for the time being of the Glasgow Company Committee and Belfast Company and every notice in writing to be given to the Postmaster General by the said parties or any of them shall be given by the Committee and shall be considered as duly given to the Postmaster General by being delivered to the Secretary for the time being of the General Post Office or the Inspector.

The Companies and Committee not to underlet Contract, 33. It shall not be lawful or competent for the Glasgor Company Committee or the Bellatt Company at any time or times during the continuance of this Contract without the constant of the Pottmater General for the time being find the contract of the Contract or Contract or Marchaeling or any part thereof or the reveal contract or understaing or any part thereof or the benefit advantage or profit thereof or of the several covenant authors and things bewein continuod to any person or previous mattern and things bewein continuod to any person or previous forms.

Provise excluding Member of Parliament from Contract.

24. In pursuance of the directions contained in "the House of Commons (Disqualification) Act 1782" no Member of the House of Commons shall be admitted to any share or

part of this Contract or to any benefit to arise therefrom contrary to the true intent and meaning of the said Act.

25. This Contract shall be without prejudice to the rights Constant to be of any of the parties hereto respectively under "the Post without projudice to "Post Office Office (Parcels) Act 1882."

(Parcels) Act 1882."

26. And this Indenture also witnesseth that for the due Bond. and faithful performance of all and singular the covenants conditions provisoes clauses articles and agreements hereinbefore contained which on the part and behalf of the Glasgow and South-Western Railway Company the Portpairick and Wigtownshire Joint Committee and the Belfast and Northern Counties Railway Company are or ought to be observed performed fulfilled and kent the said Companies and Committee do hereby bind themselves and their successors jointly and severally unto Our Sovereign Lord the King in the sum of 5000K of lawful money of the United Kingdom to be paid to our said Lord the King his heirs and successors by way of stipulated or ascertained damages hereby agreed upon between the Postmaster General and the Glasgow and South-Western Railway Company the Portpatrick and Wigtownshire Joint Committee and the Belfast and Northern Counties Railway Company in case of the failure on the part of the said Companies and Committee or any of them respectively in the due execution of this Contract or any part thereof.

27. This Contract shall not be binding until it has been subject to the approved by a resolution of the House of Commons.

Contract to be approval of the House of Commons.

SCHEDULES referred to in the foregoing Indenture.

All Daily.-Sundays excepted. FIRST SCHEDULE.

"The Glasgow System."

	то п	ELAI	ND.		
Time Bill No. 1,	Carlisle to Castle Dougles.			Roglish Time.	
Down.	Cartisle -			dep.	3 10 a.m.
	Domfries -		-	ser.	3 50 "
	" -			dop.	3 55 ,,
	Dalbesttie			dep.	4 18 "
	Castle Donglas			arr.	4 25 ,,
					0

	FROM	IREL	LND.		
Time Bill No. 2.	Castle Don	glas to	Carli	de.	Buglish Time
Up.	Custle Douglas			dep.	10 35 р.т.
	Damfries -	-		arr.	11 4 ,
	" -	-		dep.	11 7 ,
	Carlisle -			ат.	11 47 ,

SECOND SUHEDULE. "The Railway System." TO IEELAND.

Time Bill No. 3. Down.	Castle Douglas to Stransaer Harbour.			English Time.	
Done.	Castle Douglas -		dep.	4 26 s.m.	
	Newton Stewart -		arr.	58,	
	,, -	-	dep.	5 11 "	
	Stranger Harbour	-	ar.	5 47 "	
Time Bill No. 4. Up.	FROM IRELAND. Stronger Harbour to Castle				
	Douglas			Roglish Time	
	Stranger Harbour	-	dep.	9 8 p.m.	
	Newton Stewart -	-	arr.	9 45 "	
	,, -		dep.	9 48 "	
	Castle Donglas .		orr.	10.22	

THIRD SCHEDULE.

"The Steamboat Service."

	TO IEELAND.		
Time Bill No. 5.	Leave Strauraer Harbour	6 0 n.m.	EnglishTime
Down.	Arrivo Larse Harbour	7 46 ,,	Irish Time.

	FROM IREGAND.			
Time Bill No. 6.	Leave Lerne Harbour -	6 20 p.m.	Irish Time.	
Up.	Arrive Struaraer Harbour	8 55 ,,	KuglishTime	
	FOURTH SCHEDI	LE		
	"The Belfast Syste	m." .		
	TO IRELAND.		Irieh Tinte.	
Time Bill No. 7.	Leave Large Harbour		7 56 a.m.	
Down.	Arrive Bolfast		8 35 ,,	
	Leave Larae Harbour		7 51 "	
	Arrive at Bellymena (via gauge)	BSEVOW	8 51 "	
	Arrive at Ballymoney (s	ià mala	9 53 ,,	
	Arrivo at Colemiae		10 5 ,,	
	. , at Limavady Juncti	ios -	10 34 "	
	* at Limsvady		10 45 ,,	
	, at Londonderry		10 55 "	
Alternative Time Bill No. 7. Down.	a Bill No. 7. at or before 3.16 a.m. Irish time the Belfast C pany shall be at liberty without incurring peasity to forward them to Ballymena and pl North theraof via Greenisland as follows:—			
	Mail Train to connect at island with train leaving	Belfast at	Irish Time. 9 45 n.m.	
	Arrive Ballymens -	-	11 10 ,,	
	, Ballymoney		11 58 "	
	" Coleraine -		12 10 p.m.	
	,, Limerady Junction	-	1 0 ,,	
	" Limavady -		1 10 "	
	" Leadonderry		1 33 "	

	•	
	FROM IRELAND.	
Time Bill No. 8.	Leave Londonderry	3 10 p.m.
Up.	, Limavady	3 15 "
	" Limsvedy Junction	3 33 ,
	" Colernine	4 5 ,
	" Ballymoney	4 20 "
	" Ballymens (viß narrow gauge) -	50 ,
	" Larne Harbour	6 20 "
	" Belfast	5 30 "
	" Larne Harbour	6 20 "

In Winness whereof the parties hereto of the first three parts have caused their respective common seals to be hereunto affixed and the Postmaster General hath herounto set his hand and seal the day and year first above written.

the Common Seal of the Glasgow and South Wastern Railway Company was hereunto affixed in the presence of

Scal of the Glogow and South Western Reliesy Company.

PATRICK T. CAIRD, Chairman.

V. H. GILLETT, Secretary.

The Common Stal of the Portpatrick and Wigtownshire Joint Committee was because affixed in the presence of Contracts
Seal of the
Portporiek and
Wigtownshire Joint
Committee.

MILES MacINNES, Chairman.

JOHN THOMSON, Secretary.

the Common Seal of the Belfast and Northern Counties Railway Company was hereunto affixed in the presence of Common Soil of the Bellest and Northern Counties Bailway Company.

JOHN YOUNG, Chairman.

W. R. GILL,

. Secretary.

Signato scalcia and Deliberto by the show-enamed Joseph Austen Chamberlain M.P. Ris Majesty's Postmaster General in the presence of

AUSTEN
MBERLAIN.

Seal of
His Majosty's
Pertuasion
Georal.

13

ALFRED W. COATES, Private Secretary, G.P.O. Londo

G P.O., London.

My Lones have before them the Contract, dated the 8th November 1902, extered into by the Postmaster General and the following Railway Companies, viz.:—

The Glasgow and South-Western Railway Company, the Portpatrick and Wighowashire Joint Committee, and the Belfisst and Northern Companier Railway Company, for the purpose of securing an accelerated conveyance of the untils between England and the North of Ireland by the route between (1) Carlisle, and (2) Belfast, Londondery, and other places, of Stranners and Larm.

The Contract, whilst superusoing the Contract dated 22nd December 1892, ensures a continuance of the provisions of the latter Conteat, and provides for a further acceleration of the Mail Service between Carbies, Belfast, and Londonderry, without at the same time any increase in the subsidy of 13,5000, a year payable to the Contracting Companies noder the Continued of 1882.

The Contract is to run for five years as from the 1st July 1901, being terminable on the 36th Jane 1906, or thereafter, on 12 months' notice by sidite party. The usual provisions are inserted against the sub-letting of the Contract or the participation therein of Members of Pathament, and the usual stipulation is made that the Contract is subject to approved by the House of Commons.

My Lords approve of the Contract.